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10
11 **UNITED STATES DISTRICT COURT**

12 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

13 CureIS Healthcare, Inc.,

14 Plaintiff,

15 vs.

16 Epic Systems Corporation,

17 Defendant.

Case No. 3:25-cv-04108-MMC

**PLAINTIFF'S SEALING STATEMENT IN
RESPONSE TO DEFENDANT'S
OPPOSITION TO CUREIS'S
ADMINISTRATIVE MOTION FOR
LEAVE TO FILE PARTIALLY UNDER
SEAL PORTIONS OF PLAINTIFF'S
FIRST AMENDED COMPLAINT**

Judge: Hon. Maxine M. Chesney

1 **I. INTRODUCTION**

2 Defendant Epic Systems Corporation (“Epic”)’s Administrative Motion to Consider
3 Whether Another Party’s Materials Should Be Sealed (Dkt. 41) incorporates by reference the
4 arguments made in its Notice of Motion and Motion to Partially Unseal CureIS’s Complaint, which
5 is an improper motion for reconsideration. *See* CureIS’s Opposition to Epic’s Motion to Partially
6 Unseal CureIS’s Complaint, Dkt. 42. As explained in CureIS’s Opposition to Epic’s Motion to
7 Partially Unseal, which is incorporated by reference to this Responsive Sealing Statement, the Court
8 already ruled that Plaintiff CureIS Healthcare Inc. (“CureIS”)’s confidential customer names should
9 be kept under seal. Dkt. 5. (“the names of its customers...shall be filed under seal”).

10 On July 14, 2025, CureIS filed its Administrative Motion to file its First Amended Complaint
11 (“FAC”) partially under seal pursuant to Civil Local Rule 7-11 and 79-5. Dkt. 40, 38. As explained
12 in CureIS’s Administrative Motion to File the Complaint Under Seal, Dkt. 38, and the Declaration
13 of Chris Sawotin, submitted in support of CureIS’s sealing motion, Dkt. 38-1, the names of CureIS’s
14 customers and the existence of confidential contractual relationships would harm CureIS’s
15 competitive standing if publicly disclosed. Plaintiff CureIS therefore requests that the Court
16 maintain partially under seal certain limited information contained in CureIS’s First Amended
17 Complaint, filed on July 14, 2025. Dkts. 40, 38-1, 38-2.

18 This sealing statement concerns largely the same content as CureIS’s May 12, 2015 and July
19 14, 2025 submissions. Dkts. 2, 40. CureIS maintains the same positions and confidentiality
20 designations. The contractual relationships that Epic induced CureIS’s customers to breach are
21 confidential in themselves by their contractual terms. Further, CureIS goes to great lengths to keep
22 the identities of its customers confidential. Dkt. 38-1, Sawotin Decl. ¶ 5. Finally, the terms and
23 negotiations between CureIS and its current or prospective customers are commercially sensitive
24 and confidential. For these reasons, there are “compelling reasons” to maintain under seal customer-
25 identifying information in CureIS’s FAC. Dkts. 40, 38, 38-1.

1 **II. ARGUMENT**

2 **A. Plaintiff CureIS Requests to Maintain Under Seal the Following Information**

3 CureIS respectfully seeks to maintain under seal portions of its First Amended Complaint,
4 as follows:

Sealed Paragraphs in FAC	Reasons for Sealing (Highlighted Portions Only)
13, 16, 48, 52-62, 64-67, 69-84, 90-91, 96, 101, 140-143, 145-150, 153, 156-157, 159-160, 164-166	Non-public and commercially sensitive information regarding CureIS's customer relationships and confidential customer contracts

10 If publicly disclosed, the aforementioned information, which includes CureIS's confidential
11 customers' information, could provide competitors with a significant advantage by revealing
12 CureIS's confidential business strategies and customer relationships. Such disclosure would enable
13 competitors to undercut CureIS's pricing, replicate its contractual terms, or target its customers
14 directly, thereby harming CureIS's competitive standing and jeopardizing its customer relationships.

16 **A. The Court Already Granted CureIS's Request to Seal Customer-Identifying Information**

17 On May 13, 2025, the Court granted CureIS motion to seal limited portions of its Complaint.
18 Dkt. 5. In so doing, the Court found that maintaining the confidentiality of non-public contractual
19 relationships "safeguard[s] against competitive harm" and thus "constitute[s] compelling reasons
20 that justify sealing." *Id.* The Court also found CureIS's sealing of customer-identifying information
21 was "narrowly tailored" and as such, ruled that customer-identifying information "shall be filed
22 under seal." *Id.*

23 **B. CureIS Has Already Established A Proper Basis For Sealing**

24 The Court should maintain under seal the identified portions of CureIS's FAC because
25 Plaintiff CureIS has already demonstrated compelling reasons for sealing. CureIS confirms that the
26 provisional sealing of customer-identifying information in these filings is consistent with Magistrate
27 Judge Kim's prior order, which recognized that the identities of CureIS's customers constitute
28

1 confidential business information warranting protection from public disclosure. *See* May 13, 2025
 2 Order, Dkt. 5 (finding that “the names of its customers” and “confidential negotiations” constitute
 3 “compelling reasons that justify sealing”); *see also Flextronics Int’l USA, Inc. v. Murata Mfg. Co.*,
 4 2019 WL 13554029, at *2 (N.D. Cal. Dec. 16, 2019) (granting motion to seal “as to confidential
 5 customer identities”); *Mezzadri v. Med. Depot, Inc.*, 2015 WL 12564223, at *2 (S.D. Cal. Dec. 18,
 6 2015) (sealing customer lists); *Finjan, Inc. v. Cisco Sys. Inc.*, 2019 WL 4168952, at *2 (N.D. Cal.
 7 Sept. 3, 2019) (sealing material revealing proprietary product functionality).

8 The proposed sealing is also narrowly tailored to cover only the sealable material. As
 9 explained in the Declaration of Chris Sawotin, CureIS’s CEO, Dkt. 38-1, public disclosure of its
 10 customers’ identities and the existence of confidential contractual relationships could cause
 11 significant competitive harm to CureIS and would risk violating its contractual obligations to those
 12 customers. *Id.* ¶ 4, 5.

13 As with CureIS’s initial complaint, CureIS’s FAC contains CureIS’s confidential customer
 14 identities, reveals the existence and terms of confidential contracts, and non-public contract
 15 negotiations—each of which qualifies for protection under the “compelling reasons” standard. *See*
 16 *In re Elec. Arts, Inc.*, 298 F. App’x 568, 569 (9th Cir. 2008); *Sumotext Corp. v. Zoove, Inc.*, No. 16-
 17 CV-01370-BLF, 2020 WL 836737, at *3 (N.D. Cal. Feb. 20, 2020) (“Closely-negotiated or
 18 customer-specific terms are sealable under Ninth Circuit law, as they could be used by competitors
 19 to undercut [CureIS] or by potential customers to demand more favorable terms in negotiations.”);
 20 *Finisar Corp. v. Nistica, Inc.*, 2015 WL 3988132, at *5 (N.D. Cal. June 30, 2015). CureIS maintains
 21 the confidentiality of this information through reasonable measures, including contractual
 22 restrictions and internal security protocols. Sawotin Decl. ¶ 5. As such, CureIS’s request to maintain
 23 under seal references to confidential customer identities and the existence of confidential contractual
 24 relationships in CureIS’s FAC should be granted.

25 **III. CONCLUSION**

26 For the foregoing reasons, CureIS respectfully requests that the redacted portions of
 27 CureIS’s FAC, identified above, remain under seal.

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